

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NORTH DAKOTA**

In re:

Jointly Administered

EPIC Companies Midwest, LLC,
EPIC Companies Midwest 2023, LLC,
EPIC Employee, LLC,
EOLA Capital, LLC, and
EC West Fargo, LLC,

Bankruptcy No. 24-30281
Bankruptcy No. 24-30282
Bankruptcy No. 24-30283
Bankruptcy No. 24-30284
Bankruptcy No. 24-30285

Debtors.

Chapter 11

EPIC Companies Midwest, LLC,

Plaintiff,

v.

Adversary No. 25-07017

EPIC Place, LLC,

Defendant.

DEBTORS' NOTICE OF MOTION AND MOTION TO APPROVE SETTLEMENT

1. EPIC Companies Midwest, LLC, EPIC Companies Midwest 2023, LLC, EPIC Employee, LLC, EOLA Capital, LLC, and EC West Fargo, LLC (collectively, the “Debtors”) hereby move the Court for an order pursuant to Fed. R. Bankr. P. 9019(a) approving a settlement between EPIC Companies Midwest, LLC (“EPIC Midwest”) and EPIC Place, LLC (“EPIC Place”).

2. This Motion arises under 11 U.S.C. § 105(a) and Fed. R. Bankr. P. 2002(a)(3) and 9019(a). This Motion is filed under Fed. R. Bankr. P. 9013, Local Rule 9013-1, and the Court’s Order Establishing Settlement Procedures (ECF No. 123). Notice of this Motion is provided

pursuant to the Court's Order Limiting Notice Pursuant to Fed. R. Bankr. P. 2002(i) (ECF No. 124).

3. Between May 1, 2019 and July 1, 2019, EPIC Place executed two promissory notes in favor of EPIC Midwest with principal amounts totaling \$200,000 (the "Notes"). Interest accrues on the Notes at rates of 6.5% and 6.0% per annum. The maturity dates range from April 30, 2024 to July 1, 2024.

4. Pursuant to the terms of the Notes, EPIC Place agreed to make monthly payments to EPIC Midwest in the form of interest. On or around May 31, 2024, EPIC Place ceased making monthly payments to EPIC Midwest.

5. Accordingly, on March 10, 2025, EPIC Midwest filed an adversary complaint against EPIC Place (Adversary No. 25-07017) asserting claims for: (a) breach of contract; (b) unjust enrichment; (c) account stated; and (d) promissory estoppel.

6. As of March 10, 2025, EPIC Midwest asserted that EPIC Place owed in excess of \$200,000 to EPIC Midwest under the Notes.

7. EPIC Midwest and EPIC Place engaged in settlement discussions.

8. While those settlement discussions were ongoing, EPIC Place closed on the sale of its property located at 22 3rd Street South, Grand Forks, ND 58201 and directed the title company to remit \$79,203.52 in net proceeds to EPIC Midwest, leaving a balance of \$134,297 owed to EPIC Midwest. EPIC Place also expressed its intent to formally dissolve.

9. Pursuant to the settlement discussions, EPIC Place agreed to pay all remaining cash in its operating accounts to EPIC Midwest after reserving \$1,000 to cover the cost of the formal dissolution process. Further, EPIC Place agreed to the filing of a stipulated motion for entry of

judgment in favor of EPIC Midwest and against EPIC Place in the amount of \$134,297, less the cash paid to EPIC Midwest from EPIC Place's operating accounts.

10. To avoid the costs and uncertainties of litigation, EPIC Midwest has agreed to these terms pending Court approval of the settlement.

11. The Debtors believe that the costs of litigation will reduce the funds available to pay the claims of the estates if the dispute is not settled. EPIC Place is offering to pay all remaining, available cash to EPIC Midwest before EPIC Place dissolves and is agreeing to entry of judgment for the balance owed. Moreover, EPIC Place already paid EPIC Midwest approximately 40% of the principal amount owed under the Notes. Based on these circumstances, the Debtors believe the settlement is in the best interest of creditors.

12. The Debtors request that the Court approve the settlement described herein pursuant to Fed. R. Bankr. P. 9019(a).

13. Any objection to the Motion must be filed with the Clerk of the United States Bankruptcy Court, whose address is Quentin N. Burdick Courthouse, 655 First Avenue North, Suite 210, Fargo, North Dakota 58102, and served upon the attorney whose name and address is listed below, by Tuesday, September 9, 2025, which is twenty-one (21) days from the date of the filing of this Motion. Any objections not filed and served may deemed waived and the Court may enter an order approving this settlement without further notice or hearing.

Dated: August 19, 2025

/e/ Katherine A. Nixon

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ATTORNEYS FOR DEBTORS

**UNITED STATES BANKRUPTCY COURT
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ORDER

On August 19, 2025, Debtors EPIC Companies Midwest, LLC, EPIC Companies Midwest 2023, LLC, EPIC Employee, LLC, EOLA Capital, LLC, and EC West Fargo, LLC filed a Motion to Approve Settlement summarizing the settlement agreement between EPIC Companies Midwest, LLC and EPIC Place, LLC. The Court received no objections.

Based on the information provided by the Debtors and the documents filed in this case, the Court finds that the proposed settlement is fair and equitable, reflects a balance of the risks of litigation with potential recovery, and appears to be in the best interest of the bankruptcy estate. Therefore, **IT IS ORDERED** that the Motion to Approve Settlement [Adversary No. 25-07017,

Doc. __; Bankruptcy No. 24-30281, Doc. __] is **GRANTED**. The settlement agreement summarized in the motion is **APPROVED**.

Dated this ____ day of September, 2025.

Shon Hastings, Judge
United States Bankruptcy Court